LEE M. PERLMAN
ATTORNEY AT LAW
1926 Greentree Road, Suite 100
Cherry Hill, New Jersey 08003
(856) 751-4224
ATTORNEY FOR DEBTORS, CHRISTIANA & THADDEUS NITKIEWICZ

	S BANKRUPTCY COURT FRICT OF NEW JERSEY
IN RE:	CHAPTER 13
CHRISTIANA & THADDEUS NITKIEWICZ	CASE NO.: 09-25088 RTL
Debtors	
CHRISTIANA & THADDEUS NITKIEWICZ	AP NO.:
Plaintiff/Debtor vs.	ADVERSARY COMPLAINT
HOUSEHOLD FINANCE CORPORATION III	
Defendant	

### I. INTRODUCTION

1. This is an action for the reduction of the Defendant's Proof of claim to zero.

## **II. JURISDICTION AND VENUE**

- 2. Jurisdiction is conferred on this Court pursuant to the provisions of §1334 of Title 28 of the United Stated Code in that this core proceeding arises in and is related to the above-captioned Chapter 13 case under Title 11 and concerns property of the Debtor and the estate. Venue lies in this district pursuant to 28 U.S.C. § 1391(b).
- 3. This Court has both personal and subject matter jurisdiction to hear this case pursuant to § 1334 of Title 28 of the United States Code, § 157(b)(2) of Title 28 of the United States Code.
- 4. This Court has supplemental jurisdiction to hear all state law claims pursuant to § 1367 of Title 28 of the United States Code.

## III. PARTIES

- 5. The Plaintiffs in this case is are debtors under Chapter 13 of Title 11 of the United States Code in the above entitled Chapter 13 case number, presently pending before this court.
- 6. The Defendant, Household Finance Corporation III is a corporation or other business entity with a principal office address of P.O. Box 21188, Eagan, MN 55121-4201.
- 7. Albert Russo is the Standing Chapter 13 Trustee in this case with an address of CN 4853, Trenton, New Jersey 08650-4853. Although not a party to this action, the Trustee is a party in interest and will receive notice of the adversary proceeding.

## IV. FACTUAL ALLEGATIONS

- 8. The Plaintiffs Chapter 13 Bankruptcy was filed on June 11, 2009.
- 9. The Plaintiff's 341 hearing was held on July 16, 2009.
- 10. The Plaintiff's Chapter 13 Plan was confirmed on October 9, 2009, for 530  $\times$  3 months and \$825  $\times$  57 months.
- 11. The confirmed plan specified that the Plaintiff's second mortgage with Household Finance Corporation III was to be reclassified from secured to unsecured. (See Exhibit A)
- 11. On June 14, 2004, Household Finance Corporation III filed a Proof of Claim for \$97,062.70, listing arrears of \$5,875.48 (See Exhibit B).
- 12. In the aforementioned Proof of Claim, Household Finance Corporation lists this claim as secured by real estate.
- 13. The appraised value of the subject property is \$290,652.00. (See Appraisal Report dated April 20, 2009, attached hereto as Exhibit C.)
- 14. The first mortgage on the property, also held by Household Finance, is for \$320,322.00. (See Schedule D of the Petition filed herein, as Exhibit D.)
- 15. Based on the foregoing, we would ask that the Court enter an Order Reducing the Proof of Claim of Household Finance Corporation III, to Zero.

WHEREFORE, the Plaintiff prays for the following relief:

a. Reduce the Proof of Claim of Household Finance Corporation III, to Zero.

March 11, 2010 DATE /s/ Lee M. Perlman
LEE M. PERLMAN, ESQUIRE

/s/ Lee M. Perlman
Lee M. Perlman, Esq.
Law Offices of Lee M. Perlman
Attorney for the Plaintiffs
1926 Greentree Rd, Suite 100
Cherry Hill, NJ 08003
(856) 751-4224

Fax (856) 751-4226

# Exhibit A

Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Case 10-01368-RTL Doc 1 Case 09-25088-RTL Doc 31Document/16/16/29Enferte 02/17/10 09:58:39: 1Desc Main

UNITED STATES BANKRUPTCY COUR Pocument Page 1 of 3

DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

ALBERT RUSSO

CN 4853

Trenton, New Jersey 08650

(609) 587-6888

Standing Chapter 13 Trustee

2/16/2010 by Clerk U.S. Bankruptcy Court District of New Jersey

In Re:

THADDEUS NITKIEWICZ CHRISTIANA C. NITKIEWICZ

Debtor(s)

Case No. 09-25088 / RTL

Hearing Date: 10/06/09

Judge: RAYMOND T LYONS JR

### ORDER CONFIRMING CHAPTER 13 PLAN

The relief set forth on the following pages, numbered two (2) through three (3) is hereby **ORDERED**.

DATED: 2/16/2010

Honorable Judge Raymond T/Lyons United States Bankruptcy Judge

Doc 31Dochen 92/16/10/29e. Refe 4 82/17/10 09:58:39 Case 09-25088-RTL Desc Main Document Page 2 of 3 (Page 2) Debtor: THADDEUS NITKIEWICZ CHRISTIANA C. NITKIEWICZ Case No: 09-25088 / RTL ORDER CONFIRMING CHAPTER 13 PLAN The plan of the debtor having been proposed to creditors, and a hearing having been held on the Confirmation of such Plan, and it appearing that the applicable provisions of the Bankruptcy Code have been complied with; and for good cause shown, it is X **ORDERED** that the plan of the above named debtor(s), dated 06/11/09, or as amended on the record at the confirmation hearing is hereby confirmed. The Standing Trustee shall make payments in accordance with 11 U.S.C. § 1326 with funds received from the debtor(s) ORDERED that the debtor shall pay the Standing Chapter 13 Trustee, ALBERT RUSSO, the sum of \$ beginning on for a period of months, which payment shall include commission and expenses of the Standing Trustee in accordance with 28 U.S.C. 586 X **ORDERED** that the case is to be set up as a Tier Plan and the debtor shall pay the Standing Chapter 13 Trustee, ALBERT RUSSO, based upon the following schedule, which payments shall include commission and expenses of the Standing Trustee in accordance with 28 U.S.C. 586: \$530 for 3 month(s) beginning 07/01/09 \$825 for 57 month(s) beginning 10/01/09 |X|**ORDERED** that general unsecured creditors will be treated as follows: THE PLAN IS A POT BASE. GENERAL UNSECURED CREDITORS WILL RECEIVE A PRO-RATA DIVIDEND. THE TOTAL BASE AMOUNT IS: \$48,615.00. X ORDERED that the Standing Trustee shall be authorized to submit, ex-parte, an Amended Confirmation Order, if required, subsequent to the passage of the claims bar date(s) provided under Fed. R. Bank. P. 3002 冈 **ORDERED** that the debtor's attorney be and hereby is allowed a fee pursuant to the filed 2016(b) Statement. The unpaid balance of the allowed fee shall be paid to said attorney by the Chapter 13 trustee **ORDERED** that the attorney for the debtor shall prepare and serve a Wage Order upon the debtor's employer for the Chapter 13 plan payments ORDERED that to the extent that Section 6 of the debtor's plan contains motions to avoid judicial liens under 11 U.S.C. Section 522(f) and/or to avoid liens and reclassify claims in whole or in part, such motions are hereby granted, except as specified here:

Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main

Case 10-01368-RTL

Doc 1

Document Page 3 of 3 (Page 3) Debtor: THADDEUS NITKIEWICZ CHRISTIANA C. NITKIEWICZ Case No: 09-25088 / RTL ORDER CONFIRMING CHAPTER 13 PLAN  $\square$ **ORDERED** that if the debtor should fail to make plan payments or comply with other plan provisions for a period of more than 30 days, the Standing Chapter 13 Trustee may file, with the Court and served upon the Debtor and Debtor's Counsel, a Certification of Non-Receipt of Payment and request that the debtor's case be dismissed. The debtor shall have ten days within which to file with the Court and serve upon the Trustee a written objection to such Certification X ORDERED that upon completion of the plan, affected secured creditors shall take all steps necessary to remove of record any lien or portion of any lien discharged **ORDERED** that the debtor(s) must provide a market analysis within 30 days or the case will be dismissed. The Trustee reserves and shall be allowed the right to seek modification of this confirmed plan in the event that the market analysis and/or appraisal provided by the debtor(s) indicates a substantial increase in the value and/or equity in the debtor's property **ORDERED** that the Standing Trustee is authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a), in the amount filed by the post-petition claimant  $\mathbf{X}$ **ORDERED** that the Standing Trustee is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) **ORDERED** that the debtor(s) must keep the Trustee updated with the status of the debtor(s)' personal injury claim and any non-exempt proceeds of said claim shall be contributed to the plan for the benefit of the creditors **ORDERED** that, on or before?, the debtor(s) shall submit to the Chapter 13 Trustee a copy of the filed Federal and State Income Tax returns required pursuant to Bankruptcy Code Sections 1325(a)(9) and 1308(a) X **ORDERED** as follows: SECTION 3b & 6b ARE STRICKEN FROM THE PLAN, MOTION TO RECLASSIFY HSBC

MORTGAGE, PACER 11-1 MUST BE FILED BY 3/15/10 OR CLAIM WILL BE PAID AS FILED.

Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main

Desc Main

Case 10-01368-RTL

Case 09-25088-RTL

Doc 1

# Exhibit B

Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 9 of 48 Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 1 of 17

B10 (Official Form 10) (12/08)	
United States Bankruptcy Court District of New Jersey	PROOF OF CLAIN
Name of Debtor: Christiana C Nitkiewicz and Thaddeus Nitkiewicz	Case Number: 09-25088
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C § 503.	f the case. A request for payment of on
Name of Creditor (the person or other entity to whom the debtor owes money or property): Household Finance Corporation III	☐ Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:	
Household Finance Corporation III P.O. Box 21188	Court Claim Number: (If known)
Eagan, MN, 55121-4201 Telephone number: 866-824-0824	Filed on:
Name and address where payment should be sent (if different from above): Household Finance Corporation III 636 Grand Regency Blvd	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Brandon, FL, 33510 Telephone number:	Check this box if you are the debter or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$97,062,70	S. Amount of Claim Entitled to Priority under 11 U.S.C §507(a).
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	If any portion of your claim falls in one of the following categories, check the box and state the.
If all or part of you claim is entitled to priority, complete item 5,	amount.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	Specify the priority of the claim.
Basis for Claim: Money loaned (See instruction #2 on reverse side.)	Domestic support oblications under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: ******8462  3a. Debtor may have scheduled account as:  (See instruction #3a on reverse side.)	☐ Wages, salaries, or commissions (up to \$10,950*) carned within 180 days before filing of the bankruptcy petition or cossation of the debtor's
4. Secured Claims (See instruction #4 on reverse side.)  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	business, whichever is earlier - 11 U.S.C. §507(a)(4).
Nature of property or right of setoff; ⊠ Real Estate ☐ Motor Vehicle ☐ Other Describe:	plan - 11 U.S.C. §507(a)(5).
Value of Property: 5 Annual Interest Rate %	Up to \$2,425* of deposits toward purchase, lease, or rental of property
Amount of arrearage and other charges as of time case filed included in secured claim,	or services for personal, family, or household use - 11 U.S.C. §507
if any: \$5,875.48 Basis for perfection:	(a)(7).
Amount of Secured Claim: \$97,062.70 Amount Unsecured: \$0.00	Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase	Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().
orders, invoices, itemized statements of running accounts, contracts, judgements, mortgages, and security agreements.  You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.)	Amount entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with
If the documents are not available, please explain:	respect to cases commenced on or after the date of adjustment.
Date: 07/18/2009  Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the cree other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any, Mess Codilis, L.L.P., as authorized Agent for Creditor by:	for Court use only
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both.	18 US/C, §§ 152 and 3571.
760624	~

## Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 10 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 2 of 17 United States Bankruptcy Court

District of New Jersey

In Re: Christiana C Nitkiewicz Thaddeus Nitkiewicz

Bankruptcy Case: 09-25088

Chapter: 13

# ITEMIZATION OF TOTAL CLAIM (AS OF THE DATE OF FILING)

Principal Balance:	\$90,954.88
Total Interest Accrued:	\$5,944.58
Payment Late Charges:	\$70.20
Accrued Late Charges:	\$368.96
Escrow Advances:	\$0.00
Property Inspections and Preservation:	\$0.00
Property Appraisal Costs:	\$0.00
Insufficient Funds / NSF:	\$0.00
Previous Foreclosure Fees:	\$0.00
Previous Foreclosure Costs:	\$0.00
Previous Bankruptcy Fees:	\$0.00
Previous Bankruptcy Costs:	\$0.00
Post Petition / Pre Confirmation Bankruptcy Fees  (a) Preparation of Proof of Claim - 150.00  (b) Plan Review - 125.00	\$275.00

Suspense Balance (Subtracted):

\$550.92

Total Debt:

\$97,062.70

Post Petition Payment to commence on 06/28/2009 in the total amount of \$952.04. This payment consists of \$952.04 Principal/Interest and \$000.00 Escrow.

Please note: The monthly payment listed is accurate as of the date this Proof of Claim was prepared. Future monthly payments may be subject to change due to normal interest and escrow adjustments. Monthly payment amounts may be verified by contacting the servicer directly.

Please note: The monthly payments may be subject to change due to normal interest and escrow adjustments. Monthly payment amounts may be verified by contacting the servicer directly. \*This reimbursement is requested pursuant to D.N.J. LBR 2016-1 (j) (3) and the claimant certifies that all requirements for allowance of this fee have been met.

July 18, 2009

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Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 11 of 48

Case 09-25088-RTL Claim 11

Filed 08/20/09 Desc Main Document

Page 3 of 17

United States Bankruptcy Court

District of New Jersey

In Re: Christiana C Nitkiewicz Thaddeus Nitkiewicz

Bankruptcy Case:

09-25088

Chapter:

13

## ITEMIZATION OF ARREARAGE CLAIM (AS OF THE DATE OF FILING)

Mortgage Payments from 12/28/2008 to 05/28/2009:  Additional detail regarding monthly payments is available on the following page.	\$5,712.24
Payment Late Charges:	\$70.20
Accrued Late Charges:	\$368.96
Escrow Shortage (not recouped through payments):	\$0.00
Property Inspection and Preservation:	\$0.00
Property Appraisal Costs:	\$0.00
Insufficient Funds / NSF:	\$0.00
Previous Foreclosure Fees:	\$0.00
Previous Foreclosure Costs:	\$0.00
Previous Bankruptcy Fees:	\$0.00
Previous Bankruptcy Costs:	\$0.00
Post Petition / Pre Confirmation Bankruptcy Fees  (a) Preparation of Proof of Claim - 150.00  (b) Plan Review - 125.00	\$275.00

Suspense Balance (Subtracted):

\$550.92

#### Total Pre-Petition Arrearage:

\$5,875.48

Post Petition Payment to commence on 06/28/2009 in the total amount of \$952.04. This payment consists of \$952.04 Principal/Interest and \$000.00 Escrow.

Please note: The monthly payment listed is accurate as of the date this Proof of Claim was prepared. Future monthly payments may be subject to change due to normal interest and escrow adjustments. Monthly payment amounts may be verified by contacting the servicer directly.

Please note: The monthly payments may be subject to change due to normal interest and escrow adjustments. Monthly payment amounts may be verified by contacting the servicer directly. \*This reimbursement is requested pursuant to D.N.I. LBR 2016-1 (j) (3) and the claimant certifies that all requirements for allowance of this fee have been met.

July 18, 2009

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Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 12 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 [

Desc Main Document

Page 4 of 17

## **United States Bankruptcy Court**

District of New Jersey

In Re: Christiana C Nitkiewicz Thaddeus Nitkiewicz

Bankruptcy Case:

09-25088

Chapter:

13

## ITEMIZATION OF MORTGAGE PAYMENTS INCLUDED IN ARREARAGE CLAIM

(AS OF THE DATE OF FILING)

 Mortgage Payments from: 12/28/2008 to 12/28/2008
 \$952.04

 Mortgage Payments from: 01/28/2009 to 01/28/2009
 \$952.04

 Mortgage Payments from 02/28/2009 to 05/28/2009
 \$952.04

Mortgage Payments from: to Mortgage Payments from: to

Total of monthly payments in arrearage claim

\$5,712.24

Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 13 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 5 of 17

## MORTGAGE

- La 01417: 35

	OT APR 13 1	7H (Z: 33
IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES.		
THIS MORTGAGE is made this 23RD day of FEBRUARY rigagor, THADDEUS R. NITKIEWICZ, HUSB		between the
rein "Borrower"), and Mortgagee HOUSEHOLO FINANCE CORPORATION 111		
orporation organized and existing under the laws of OELAWARE	au boo	e address is
045 NIXON DRIVE, MOUNT LAUREL, NJ 08054 rein "Lender").	***************************************	
c following paragraph preceded by a checked box is applicable:		
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$\frac{3}{2}\$ ebtedness is evidenced by Borrower's Repayment BRUARY 23, 2007, and extensions and remewals thereof, including those pursua reement, (herein "Note"), providing for monthly installments of principal austrents to the amount of payments or the contract rate if that rate is variable ebtedness, if not sooner paid, due and payable on FEBRUARY 23, 2037;	Agreement nt to any Renegond interest (inc	luding any
WHEREAS, Borrower is indebted to Lender in the principal sum of \$\frac{1}{2}\] reof as may be advanced pursuant to Borrower's Revolving Loan Agreement of extensions and renewals thereof (herein "Note"), providing for monthly installand under the terms specified in the Note, including any adjustments in the interest ratividing for a credit limit stated in the principal sum above and an initial advance of \$\frac{1}{2}\]	lated nts, and interest a if that rate is y	or so much at the rate raciable, and
element; (3) the payment of ell other sums, with interest thereon, advanced in acc security of this Mortgage; and (4) the performance of the covenants and agree tained, Borrower does hereby mortgage, grant and convey to Lender and Lender's owing described property located in the County of Burlington et of New Jersey;  ALL THAT CERTAIN PROPERTY SITUATED IN THETOWNSHIP OF BURLINGTON IN THE COUNTY OF BURLINGTON AND STATE OF NEW JERSEY, BEING MORE FULLY DESCRIBED IN A DEED GATED OB/31/2004 AND RECORDED 10/12/2004, AMONG THE LAND RECORDED	ements of Borres s successors and	ower herein
OF THE COUNTY AND STATE SET FORTH ABOVE. IN DEED VOLUME B2 AND PAGE 760. TAX MAP OR FARCEL ID NO.: LOT 8, BLOCK 140.	ab	g.
ARRIVED	N FEB 28 A &	DUKL HIGTON COUNTY &LERK:
	\$5	LINK:
Instrument was prepared by: DANIELLE R. MORRIS		NJ051101

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Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 14 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 6 of 17

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenences and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are bereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all

claims and demands, subject to encumbrances of record. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, end interest (including any variations in interest resulting from changes in the Contract Rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument he made in one or more of the following forms, as selected by Lender (a) cash; (b) money order: (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is crawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12, Lender may location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudica to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payment are accepted, if each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or recurs them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now in the future against Lender shall refleve the Note and this Security Instrument on conforming the coverages.

foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements accured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security instrument, and then to reduce the principal balance of the Note.

If Lender recessives a payment from Borrower for a delignment Payment which includes a sufficient

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is mustanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntury prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note

Any application of payments, instructed proceeds, of instruments in principle for chains the value shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on assessments and other items which can attain priority over this sectorly instrument as a trial of encombrance of the Property; (b) leasehold payments or ground rents on the Property; if any; (c) premiums, for any and all insurance required by Londer under Section 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Feee, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments. shall be an Escrew Item, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section, Borrower shall pay Lender the Funds for Escrew Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrew Items, Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrew Items at any time. Any such weiver may only be in writing, in the event of such waiver, Borrower shall psy directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Ebader may require. Borrower's obligation to make such payments and to provide receipts shall for ume period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes betdeemed to be a covenant and agreement contained in this Security instrument, as the phrase covenant and agreement is used in Section 7. If Borrower is obligated to pay Ecorow Items directly, pursuant to a waiver, and Borrower Isils to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Punds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers 11-11-05 MTG

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Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 7 of 17

to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the lown does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or

otherwise in accordance with Applicable Law,

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Pederal Horne Loan Bank, Lender shalf apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funda held in eacrow, as defined under RESPA, Lender shall account to Borrower for If there is a surplus of Funds held in earner, as defined under RESPA, Lender shall account to borrower for RESPA. In the second shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount accessary to marks up-the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount accessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to

Borrower any Funds held by Lender.

4, Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all

Mortgage, including horrower's covenants to make payments when due, borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and lessehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be chosen. be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance cerrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or

repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent decuments,

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in his Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make auch appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action becomes

action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

19. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest.

of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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Document Page 16 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 8 of 17

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and agreements become and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who consigns this Mortgage, but does not execute the Note, (a) is consigning this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c)

Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice, Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice provided for in this Mortgage shall be deemed to have been given to Borrower as provided herein.

Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

in the manner designated herein.

13. Governing Law; Severability. The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case, Federal law applies. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein, 14. Borrower's Copy, Borrower shall be furnished a conformed copy of the Note and of this Mortgage, if requested, at the time of recentling or after recognitation between.

requested, at the time of execution or after recordation hereof,

13. Rehabilitation Loan Agreement, Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loss agreement which Borrower means into with Lender, lender, lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials

assignment of any rights, claims or detenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subtordinate to this Mortgage, (b) a transfer by device, descent, or by operation of law upon the death of a joint tenant, (c) the great of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of disculture of outside appreciate agreement or form as incidental expects attempts agreement by spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and cavable. If Lender exercises such option to accelerate. Lender shall mail Borrower

to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the surns declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or

demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or otherwise required by taw, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, mey declare all of the sums secured by this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorneys' fees permitted by Rules of Court, and costs of abstracts and title reports and documentary evidence.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or otherwise required by law,

18. Borrower's Right to Reinstate, Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no ecceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Londer's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may

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Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document

Page 9 of 17

-5-

reasonably require to assure that the lies of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied lirst to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's boads and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage and, in the case of a Revolving Loan Agreement, Borrower requests Lender to release this Mortgage, Lender shall cancel this Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any.

21. No Claim of Credit for Taxes. Borrower will not make or claim credit on or deduction from the principal or interest on the sums secured by this Mortgage by reason of any municipal or governmental taxes, assessments or charges assessed upon the Property, nor claim any deduction from the taxable value of the Property by reason of this Mortgage.

22. Arbitration Rider to Note. The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

(THIS SPACE INTENTIONALLY LEFT BLANK)

11-11-05 MTG

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Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 18 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 10 of 17

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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	igage, deed of trust or other encumbrance ender, at Lender's address set forth on page	with a lien one of this
fortgage, of any default under the superior encumbrance a	nd of any sale or other foreclosure action,	
	70	(SEAL)
	PHADDENS R NITKIENICZ -	Sociomat (NESTATE)
	Michel Dum	(SEAL)
	CHRISTIANA C NITKIEWICZ -	Berrower
	3	
TATE OF NEW JERSEY, Burlington	Count	J 22:
On this 23rd day of Febr.	121 7 , 20 0-7	, before
e, the subscriber, personally appeared you do us Q	NITKIEWICE & Christiana C. N.	K. P. 1. Z.
who, I am satisfied,	are the personic	) usunca itt
ed who executed the within instrument, and there		ed for the
signed, sealed and delivered the arposes therein expressed.	same as where act and de	201 101 1110
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	Notary Public	
	CHARGE CHARACTER	ESW. WIGGINION
	and the	TORNEY AT LAW E OF NEW JERSEY
eccipt of a true copy of this instrument, provided withou	t charge, is bereby authowledged.	
		(SEAL)
		-Borrower
	THADDEUS R WITKIEWICZ	-ixii towe:
A second	liverend "our	(SEAL)
	CHRISTIANA C NITRIEWICZ	-Borrower
TATE OF NEW JERSEY,	Coun	LV RR:
		-,
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On this day of	the person(	, before
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Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 20 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 12 of 17

## SECONDARY MORTGAGE LOAN LOAN AGREEMENT

including Truth-in-Lending Disclosure

Lender: (Called "We", "Us", "Our") HOUSEHOLD FINANCE CORPORATION III 1045 NIXON DRIVE MOUNT LAUREL, NJ 08054

Borrowers: (Called "You", "You") CHRISTIANA C. NITKIEWICZ THADDEUS R. NITKIEWICZ 29 VINCENT DR

BURLINGTON, NJ 08016

Loan Number:

Date of Loan: 02/23/2007

In this agreement, "you", "you" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12.228%	\$251,735.31 ("e")	\$90,999.09	\$342,734,40 ("6"
Your payment schedu	le will be:	B	
Number of Payments	Amount of Payments	When Payments are	Due ("e")
1	\$952.04	03/23/2007	
359	\$952.04	Day 23 of each month thereafter.	

02/23/2007 19:19

Page 1 of 6



Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 13 of 17

Assumption: Someone buying your home cannot assume the remainder of the mortgage on the original terms.

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE MORTGAGE AND LOCATED AT:

#### 29 VINCENT DR BURLINGTON, NJ 08016

Late Charge

If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid

amount of the monthly installment.

Prepayment

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Settlement Statement provides your disbursements and the Itemization of the Amount Financed.

#### **ABOUT THE SECURITY:**

Your Obligation to insure

You shall keep the structures located on the real property securing your loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is canceled or expires while your loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

Real Property Taxes and Homeowners Insurance

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Mortgage ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts

02/23/2007 19:19

Page 2 of 6



Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 14 of 17

evidencing such payment within such time period as we may reasonably require.

Title insurance

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lian on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

Lender's Right to Place Hazard Insurance You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less, the replacement value of the real property, in the event that you fail to maintain the required hezard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

## ABOUT YOUR LOAN REPAYMENT:

SCHEDULED MATURITY DATE	02/23/2037	PREPAID FINANCE CHARGES	\$595.91
MONTHS OF CONTRACT	360	PRINCIPAL	\$91,595.00
CONTRACT RATE (per year)	12.140%	JOINT CREDIT LIFE	\$67.50
AMOUNT FINANCED	\$90,999,09		

02/23/2007 19:19

Page 3 of 6



Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main

Document Page 23 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 15 of 17

Promise to Pay

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points) plus interest which is computed at a rate of 12.140% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Mortgage and (d) any other charges reflected in your settlement statement.

Interest

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 12.140%.

The interest rate required by this provision is the rate you will pay both before and after any default as described in this agreement.

**Payments** 

#### Time and Place of Payments

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 03/23/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 02/23/2037, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

#### **Amount of Monthly Installments**

Your monthly installments will be in the amount of \$952.04, plus the amount of any optional insurance or funds for escrow you elected.

Prepayment

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

Late Charge

If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

02/23/2007 19:19

Page 4 of 6



Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 24 of 48

Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 16 of 17

**Bad Check Charge** 

You agree to pay \$20.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

**Additional Charges** 

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your toan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Mortgage and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Mortgage, incorporated herein by this reference.

Default

If you fail to make any monthly installment after it becomes due or fail to comply with the terms of the Mortgage, we may require that you pay us, at once and without prior notice or demand, the unpaid balance of your loan plus accrued interest and any applicable charges in this agreement as authorized.

Security Interest

You agree to give us a security interest in the real property as described in the Mortgage.

#### ABOUT OUR RELATIONSHIP:

Exchange of Information

You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.

Credit Bureau Reporting

If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.

Telephone Monitoring

You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.

insurance

Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.

02/23/2007 19:19

Page 5 of 6



Case 09-25088-RTL Claim 11 Filed 08/20/09 Desc Main Document Page 17 of 17

#### NOTICE TO THE BORROWER

YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN. IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.

Alternative Dispute Resolution The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.

Applicable Law

The terms and conditions of this agreement will be governed by the New Jersey Licensed Lenders Act, Title 17, Chapter 11C, New Jersey Statutes Annotated.

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-In-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

#### NOTICE TO BORROWER

Read this promissory note or loan agreement before you sign. Do not sign this promissory note or loan agreement it is secured by a secondary mortgage on your real property.

CHRISTIANA C. NITKIEWICZ

Date: 2/23/07

Borrower:

HADDEUS'R. NITKIEWICZ

Date:

2/2

Witness:

CHARLES W. WIGGINSON ATIORNEY AT LAW STATE OF NEW JERSEY

02/23/2007 19:19

Page 6 of 6



Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 26 of 48

Exhibit C

Page ∉1

#### APPRAISAL OF REAL PROPERTY

#### LOCATED AT:

29 Vincent Dr Block 148 03 Lot 9 Burlington, NJ 08016-3849

### FOR:

Nitkiewicz, Thaddeus, R&Christiane, C 29 Vincnet Dr Burlington, NJ 08016

#### AS OF:

4/20/2009

## BY:

Frank Tiringer SCRREA CRA Decotah Services 69 Decotah Trail Medford Lakes, NJ 08665 609 654 0098 decotah@verizon.net Page #2

**DECOTAH SERVICES** 69 DECOTAH TRAIL MEDFORD LAKES NJ 08055 609 654 0098

decotah@verizon.net

Nitkiewicz, Thaddeus, R& Christiana, C 29 Vincnet Dr Burlington, NJ 08016

Re: Property: 29 Vincent Dr

Burlington, NJ 08016-3849

Borrower:

File No.: 0080945

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Page #3

## SUMMARY OF SALIENT FEATURES

7002072***		•
	Subject Address	29 Vincent Dr
	Legal Description	Block 140 03 Lot 9
Į.	City	Burlington
SUBJECT INFORMATION	County	Burlington
	State	M.
F	Zip Code	08016-3849
	Census Tract	34005-7011.02-1
	Map Reference	15894
308	Sale Price	\$ NA
STMS	Date of Sale	
-	Borrower	
TNEO	Lendet/Client	Nitklewicz, Thaddeus, R&Christiana, C
	Size (Square Feet)	2,306
3	Price per Square Fout	2
	Location	SUBURBAN
DN OF IMPROVEMENTS	Age	14
D NO	Condition	AVERAGE
	Total Rooms	9
	Bedrooms	4
	Baths	2.1
	Appraiser	Frank Tiringer SCRREA CRA
E PREMI	Date of Appraised Value	4/20/2009
A STATE	Opinion of Value	\$ 250,652
Diam'		

# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 30 of 48

Decotah Services

Page #4

		ıl Appraisal Report	File # 0080945
The purpose of this summary appraisal repo	ort is to provide the lender/ofient with an ac	tourate, and arlequately supported, opinion of the	
Property Address 29 Vincent Dr Borrows	0.000	City Burlington	State NJ Zip Code 68016-3849
Legal Discription Block 140 03 Lot 9	Uwner of Popiic Recor	Nitkiewicz, Thaddeus, R& Christiano, C	County Burlington
Assessor's Parcel # 06-00140 03-00009	h	Jax Year 2008	DE Tryes C o 484
		Map Reference 15804	R.E. Taxes \$ 8,421 Census Tract 34905-7011,02-1
Megaboracod Name   Park South   Godular   Vac   Tenant   Vac   Property Rights Appraised   Xi fee Simple   Assignment Type   The Propage Transacting	caut Special Assessments		
Property Rights Applaised 💢 Fee Simple	Leasehold () Other (describe)		Car per year par morns
🚣 Assignment Type 🔝 Plachase Transaction	n 🔲 Refinance Transaction 🔀 Other (e	lescribe) ESTABLISH COLLATERAL VALI	/E
LENSE/Chera Nitklewicz, Thaddeus, Ra	Christiana,C Address 29 Vinc	net Dr. Burlington, NJ 08016	
Is the subject property ourrently offered for sa	the or has a been differed for sale in the twelve	months prior to the effective date of this appraisa	1? Yes 🔀 No
Report data source(s) used, offering price(s),	and date(s). MLS. TAX RECORDS		2.05
Uid did not analyze the contract for	or sale for the subject purchase transaction. E	xplain the results of the analysis of the contract to	or sale or why the analysis was not
performed.			***************************************
Contract Price & NA. Date of Co	Atlant So the street, refer	the numer of middle and the latest the first t	Pr. 6 . 7
Is there any financial accidence floor charges		the owner of public record? [] Yes [] No I Istance, etc.) to be paid by any party on behalf of	Jata Seurce(s)
Contract Price S NA Date of Co Is there any financial assistance (lean charged If Yes, report the total deliar amount and desc	a, ade concessiona, gin en eographysticili das vitre the lleme to be naid	ising cet sign to be their that the state better the	the barrower? Yes No
Too, ropert die telet aprie Efficial Mili Gase	inde via lieta a to de paro.		
Note: Race and the racial composition of	the neighborhood are not appraisal factors	5.	
Neighborhood Characteristics			Init Housing Present Land Use%
Lucaton 🗍 Urban - 💢 Suburban 🗐			AGE One-Unit 80 %
Buill-Up 🔲 Over 75% 🔀 25-75%	Under 25% Demand/Supply Shortage	X in Balance	(yrs) 2-4 Unit 5 %
The state of the s		iths 🔀 3-6 mths 🔲 Over 6 mths   200	Low o Multi-Family 5 %
Neighborhoad Boundaries SEE MAP FO	R DELINEATION	475	High 150 Commercial 10 %
		450	Pred. 45 Other %
Reignborhood Description Area is com-	orised of medium sized colinial structi	ares on average sized lots with small fro-	nt yards and average rear yards.
Sidewalks, curbs, storm drains are av	veragely maintained. Dwellings in the	area appear to be well maintained. Land	scaping is both professionally and
home owner maintained. Nothing detr	rimental to value was observed during	the appraisers inspection.	
Marker Conditions (Including support for the a	above conclusions) See Statistics and	d Market Conditionns Addendum	
Dimensions Box130	A:63 10,400 Sq.F		View RESIDENTIAL
Specific Zening Classification R1	Zorking Description	Residential	
Zoning Compliance X Legal [ ] Legal No	nconforming (Grandfathered Use) 📋 No Zori	ng [] itlegal (describe)	
is the highest and best use of subject propert	ly as improved for as proposed per plans and	specifications) the present use? 🔀 Yes 🗌	No if No, describe
Utilities Public Other (describe)			
Chitera Lacite Ottle) (6620106)	Outlie Other (	lander Ald to the second	
1 Startricity VI		escribe) Off-site improvements	
Lectricity 💢 🗍	Water 🔀 🗌	Street MACADAM	- Type Public Private
g Gas 💢 🗍	Water ⊠ □ Sanisary Sewer ⊠ □	Street MACADAM Alley	
Gas 🚫 🗍 FEMA Special Flood Hazard Area 🔲 Yes	Water ⊠ Sanitary Sewer ⊠ Senitary Sewer © Sewer Sewer © Sewer Sew	Street MACADAM Alley FEMA Map # 3400300004B	
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# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 31 of 48

Page # 5

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# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 32 of 48

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Uniform Residential	Appraisal Report	Fãe # 0080945					
• URAR: Final Reconciliation THIS APPRAISAL REPORT IS A SUMMARY REPORT AS DEFINED BY THE APP		PPRAISAL FOUNDATION,					
THE SALES COMPARISON APPROACH IS GIVEN THE GREATEST WEIGHT AS MARKETPLACE. THE COST APPROACH IS MUTUALLY SUPPORTIVE. THERE RENTED AT THE TIME OF SALE. IN THE SUBJECT'S AREA, THE TYPICAL ST PRIMARY RESIDENCES, THUS, DUE TO THE LACK OF SUFFICIENT AND REL REPORT.	HAVE BEEN FEW TRANSACTIONS OF FUNCTION EXISTS WHERE SINGLE FAMIL	COMPARABLE HOMES THAT WE Y DWELLINGS ARE UTILIZED AS	5				
NO PERSONAL PROPERTY WAS CONSIDERED WITHIN THIS REPORT.			_				
IT IS ASSUMED WITHIN THIS REPORT THAT THERE WERE NO STRUCTURAL UNAPPARENT CONDITIONS THAT WOULD HAVE AN IMPACT ON THE VALUE DOES NOT PROFESS TO HAVE THE SKILL OR EXPERTISE NEEDED TO MAKE	OR MARKETABILITY OF THE SUBJECT	COVERINGS OR ANY HIDDEN O PROPERTY, THE APPRAISER	R				
THE ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THE STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.	IS REPORT HAS BEEN PREPARED IN CO	INFORMITY WITH THE UNIFORM					
URAR: Photograph Certification THE PHOTOGRAPHS IN THIS REPORT ARE DIGITAL PHOTOS UTILIZING IMAGE PHOTOGRAPHED THE SUBJECT AND ALL COMPARABLES UTILIZED IN THIS DOWNLOADED FROM AN ONLINE PROVIDER, WHICH BETTER DEPICTS THE THIS APPRAISAL ARE A TRUE AND CORRECT REPRESENTATION OF THE SI REPORT, ALTHOUGH THE PHOTOGRAPHS MAY HAVE BEEN ENHANCED DU MAGES WHICH WOULD MISREPRESENT THE APPEARANCE OF THE SUBJE	REPORT; HOWEVER, SOME OF THE CC COMPARABLES AT THE TIME OF SALE UBJECT PROPERTY AND THE COMPARA FRING THE FINISHING PROCESS. NO ALT	MPARABLES MAY HAVE BEEN E. THE PHOTOGRAPHS USED IN BLE SALES UTILIZED IN THIS	'				
Intended user, intended use: The INTENDED USER of this appraisal report that is the subject of this appraisal for a mortgage finance transaction, subject of this appraisal report form, and Definition of Market Value. I Appraisar's "Inventory Analysis." "Median Sele & List Price, DOM" and other observ appraisar segmentally believes to be an acceptable source of market data. However, it guarantee the accuracy of such data or conclusions based thereon. The appraisar is	act to the state Scope of Work, purpose NO ADDITIONAL INTENDED USERS ARE ations in this addengum are based on the ci- te appreisar cannot verify all of the informati	of the appraisal, reporting IDENTIFIED BY THE APPRAISER ata source identified above, which ion in that data source and cannot					
COST APPROACH TO VALUE Provide adequate information for the lender/client to replicate the below cost floures and calc Support for the opinion of site value (summary of comparable land sales or other methods is comparison/allocation method. The land to value ratto is typical for the area	or estimating site value) The site value is	e determined by the sales					
Source of cost data MARSHALL&SWIFT/LOCAL BUILDERS/APPRAISER	OPINION OF SITE VALUE  DWELLING 2,305 Sq.Ft. @ \$	=\$ 115, 98.00 =\$ 225,					
Quality Inting from cost service 90+\ Effective date of cost data 2/30//2009  Comments on Cost Approach (gross living area calculations, pepreciation, etc.)	Sq.Ft. @ \$ fire place, shed, deck	=\$ =\$ <b>5</b>	500				
Depreciation is calculated by dividing the effective age of the subject in to	Garage/Carport 420 Sq.Ft. @ \$	25,00 =\$ 10	500				
the economic life span of 60 years, replacement cost of dwelling is arrived at by multiplying the avg cost per sq ft by the gross living area of the		=\$ 241, External	890				
	Depreciation 48,378		378)				
and the appraisers knowledge of the local area obtained from local contractors.	Depreciáted Cost of Improvements "As-is" Value of Site Improvements		512				
Estimated Remalating Economic Life (RIID and VA only) 48 Years	INDICATED VALUE BY COST APPROACH	=\$ 308.	,512				
INCOME APPRICACH TO VALUE  Estimated Monthly Market Bent S X Gross Rent Multiplier	E(not required by Familie Mae)  = \$	Indicated Value by Income Appr	onch				
Ag Years							
PROJECT INFORMATION	FOR PUDs (if applicable)						
is the developer/builder in control of the Homeowners' Association (HGA)? Yes Provide the following information for PUDs ONLY if the developer/bulkier is in control of the	No Unit type(s) Detached Attacts HOA and the subject property is an attached dwe		<del></del>				
Legal Name of Project  Fictal number of phases Fotal number of units		The second secon					
Foral number of units rented Total number of units (o) sale	Total number of units sold Data source(s)						
Was the project created by the conversion of existing building(s) into a PUD? Yes	No If Yes, date of conversion.						
Does the groject contain any multi-dwelling units? Yes No Data Source Are the units, common elements, and recreation facilities complete? Yes No 11 No, describe the status of completion.							
	No. If Yes, describe the rental terms and options	-					
Describe common elements and recreational facilities.							
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Page #7

File # 0080945

#### Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood. (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus, implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identificable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements.The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
- 6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Freddie Mac Form 70 March 2005

## Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 34 of 48

Page #8

### Uniform Residential Appraisal Report

File # 0080945

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report,
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- 9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11. I have knowledge and experience in appraising this type of property in this market area,
- 12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located,
- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 19. I personally prepared all conclusions and opinions about the real estate that were set torth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Freddie Mac Form 70 March 2005

## Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 35 of 48

Page #9

## Uniform Residential Appraisal Report

File # 008094

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgage or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state taws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

## SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's
  analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature 7 June	Signature
Name Frank Tiringer SCRREA CRA	Name
Company Name Decotah Services	Company Name
Company Address 69 Decotah Trail, Medford Lakes, NJ 08055	Company Address
Telephone Number (609) 664-9098	Telephone Number
Email Address DECOTAH@VERIZON.NET	Email Address
Date of Signature and Report April 23, 2009	Date of Signature
Effective Date of Appraisal 4/20/2009	State Certification #
State Certification # 42RC00195900	or State License #
or State License #	State
or Other (describe) State #	Expiration Date of Certification or License
State NJ	
Expiration Date of Certification or License 12/31/2009	SUBJECT PROPERTY
ADDRESS OF PROPERTY APPRAISED	☐ Did not inspect subject property
29 Vincent Dr	Did inspect exterior of subject property from street
Burtington, NJ 08915-3849	Date of Inspection
APPRAISED VALUE OF SUBJECT PROPERTY \$ 290.652	Did inspect interior and exterior of subject property
LENDER/CLIENT	Date of Inspection
Name Nitkiewicz, Thaddeus, R&Christiana, C	ODMENT AND COMME
Company Name Nitkiewicz,Thaddeus,R&Christiana,C	COMPARABLE SALES
Company Address 29 Vincnet Dr. Burlington, NJ 08016	Did not inspect exterior of comparable sales from street
West-open and the second and the sec	
Email Address badge332@comcast.net	Date of Inspection

Freddie Mac Furm 70 March 2005

Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 36 of 48

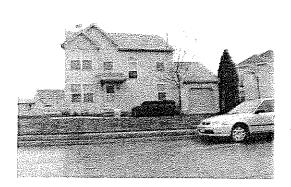
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FEATURE	SUBJECT		6#1	7	LISTING #	¥ 9	Flie # 008	u945 LISTING#	7	
Address 29 Vincent Dr		63 Vincent Dr	10-11	21 Mohr Ro			22 Vincent	***************************************	٥	
Surlington, NJ	88016	Burlington, NJ 080			Burlington, NJ 08016			Burlington, NJ 08016		
Proximity to Subject		0.15 miles SE	*****************************	0.22 miles			0.05 miles			
List Frice	\$		\$ 300,000	)		\$ 324,900			5 325,000	
List Price Gress Liv. Area	\$ sq.ft	<u>S</u> 59	<u>#.j</u>	\$	sq.ft.		Ş	sq.ft.	· · · · · · · · · · · · · · · · · · ·	
Last Price Revision Date Data Source(s)				4						
Verification Scurge(s)										
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRI	PYIGN	+ (-) \$ Adjust.	DESCR	PACKET I	+(-) \$ Adjust.	
Sales or Financing		2230111171011	1 (70 (4)032	20014	111011	11 (-) \$ Majust.	DEOCH	FIJON	±(-) € Pagusi.	
Concessions			ļ							
Days on Market	-									
Location	SUBURBAN					***************************************				
Lexsehold/Fee Simple Site	Fee Simple	ļ		ļ			ļ			
View	RESIDENTIAL	<u>;</u>	<del></del>							
Design (Style)	COLONIAL	-	<del></del>	<del></del>		***************************************				
Quality of Construction	AVERAGE	<u> </u>		<del> </del>		·				
Actua Age	14									
Condition	AVERAGE									
Above Grade	Total Borms, Baths	Total Burnes, Bath		Total Bohm	ns. Baths		Total Bair	ns. Baths		
Room Count Gross Living Area	9 4 2.1		7	ļ						
Basement & Finished	2,305 Sq ft	Sq.	n.	-	sq.ft.	····		\$G.ft.	**************************************	
Rooms Below Grade	NONE	Ì			}			j		
Fenctional Littlity	AVERAGE			<del> </del>			ļ		····	
Sealing/Cooling	FHA/CAC			1						
Energy Ethicient Items	STANDARD	·								
Garage/Carport	2			<u> </u>			<u> </u>			
Porch/Pano/Deck	geck			ļ			<u>}</u>			
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Net Adjustment (Total)		D+ D-	\$	1 []+	$\neg$	\$	+	77- 1	\$	
Adjusted List Price		Net %		Net	%	×	Net	8	7	
of Comparables	<u> </u>	Gross %	\$ 300,000	Gross	%	\$ 324,900	Gross	9/2	\$ 325,000	
Report the results of the re	search and analysis of the	e prior sale or transfer i	ristory of the subject	property and	comparable	sales (report addit	ional prior sa		3).	
Page of Prior Sale/Transfer		UBJECT FOR 36 MONTHS	LISTING #	* 1	ļ	LISTING # 2		LISTIN	3#3	
Price of Prior Sale/Transfer		ICH 36 MUNTHS			<del> </del>					
Data Source(s)	MLS, TAX A	ECORDS			<del> </del>					
Effective Date of Cafa Sour	Ce(E) 4/11/09			····	<u> </u>	***************************************			VIA-TANIUU	
Comments:		•				***************************************				
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### Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 37 of 48

Listing Photo Page

Borrower/Client						
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Departu Address as as						
Property Address 29 V	incent Dr					į
(Lity Surfi	ingfori County Burtington	State	N.I	Zip Code	00040 00 to	;
	County Editherator	State	DI 3	SID CORE	08016-3849	- 1
i Lender Nitid	ewicz.Thaddeus.R&Christiana.C					
Franci (A) (A)	ewicz. Handeus.R&Christiana.C					



#### Listing 1

63 Vincent Dr
Proximity to Subject 0.15 miles SE
List Price 300,000
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Battrooms
Age



#### Listing 2

21 Mohr Rd
Proximity to Subject 0.22 miles \$£
List Price 324,900
Days on Market
Gross Living Area
Total Rooms
Total Bathrooms
Age



#### Listing 3

22 Vincent Dr
Proximily to Subject 0.05 miles E
List Price 325,000
Days ont Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

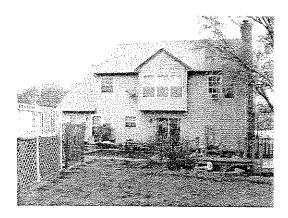
# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 38 of 48

- Subject Photo Page

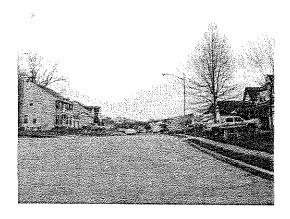
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5,465	etly Address i 28 Vincent Dr				
			**************************************	***************************************	
City	Burlington		County Burtinoton	State NJ	Zia Cadi assault
			Unanty Burlington	State MJ	Zio Code   08016-3849
itend	e Nitkiewicz, Thaddeus	DOOL STATE OF		***************************************	
S COUNTY	C CARRIEWICZ, (Caddeus,	.NS.Coresuana.C			



#### Subject Front



#### Subject Rear



Subject Street

# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 39 of 48

Subject	Interior	Photo	Page
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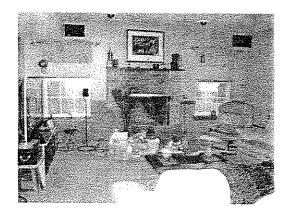
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			Dr.					 		······	***************************************	
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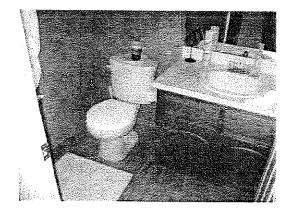
#### Subject Interior

Page #13

29 Vincent Dr Sales Price Gross Living Area 2,305 Total Rooms Total Bedrooms Total Bathrooms Location SUBURBAN RESIDENTIAL WeiV Site 19,460 Sq.Ft. Opality Age AVERAGE



#### **Subject Interior**

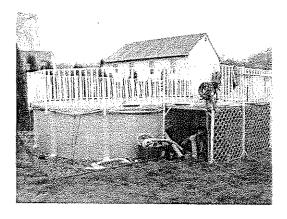


Subject Interior

# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 40 of 48

Subject Interior Photo Page

Borrewer/Chent						
Property Address	S 29 Vincent Dr					· · · · · · · · · · · · · · · · · · ·
Cay	Burlington	County	Burlington	State	NJ	Zip Code 08016-3849
Lender	Nitklewicz, Thaddeus, R&Christiana, C					



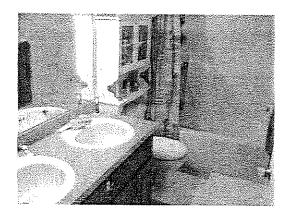
#### Subject Interior

Page #14

29 Vincent Dr
Sales Price NA
Gross Living Area 2,305
Iotal Rooms 9
Total Bedrooms 2.1
Iocation SUBURBAN
View RESIDENTIAL
Site 10,400 Sq.Ft.
Quality AVERAGE



Subject Interior



Subject Interior

### Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 41 of 48

#### Comparable Photo Page

Sorrower/Olient				***************************************	
					ototo chemicana como a
Property Adéress 291	Vincent Dr				
City Bur	rlington County Burlington	State	NJ 3	io Code	08016-3849
Lender Niti	kiewicz,Thaddeus,R&Christiana,C			****	



#### Comparable 1

Page #15

52 Vincent Dr Prox. to Subject Sales Price 0.07 miles SE 280.000 Gross Living Area 2,440 Total Rooms Total Bedrooms Total Bathrooms Location SUBURBAN View RESIDENTIAL Site 8400 Quality AVERAGE Age 14



#### Comparable 2

6 Vincent Dr Prox. to Subject 0.16 miles E Sales Price 295,000 Gross Living Area 2,380 Total Rooms Total Bedrooms Total Battrooms 2,1 Location SUBURBAN View RESIDENTIAL Site 12150 Quality AVERAGE Age



#### Comparable 3

66 Mohr Dr Prox. to Subject 0.28 miles SE Sales Price 369,000 Gross Living Area Total Rooms 2,594 16 Total Bedrooms 4 Total Baltrooms 2.1 Location SUBURBAN RESIDENTIAL, 7800 Quality AVERAGE

### Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 42 of 48

Page #16

#### MARKET STATISTICS

Borrowet/Client		······································	
Property Address 29 Vincent Dr			****
City Burilington	County Burlington	Stare NJ	Zip Code 08015-3849
Lendel Nitikiewicz, Thac	deus,R&Christiana,C		

#### Market Statistics

Courtesy Of : Frank Tiringer 809-854-0098 Decotah Services 609-654-0098

Monthly Statistics for the Date Range Selected

£ate	Units Listed	Listed Volume	Listed Average	Pended	Units Sold	8old Volume	Sold Average	Average DOM
Mar 2009	44	19,248,700	301,106	18	74	3,250,400	232,600	112
Feb 2009 .	19	5,134,735	270,248	10	6	1,557,250	259 541	76
Jan 2006	37	10,771,463 [	291,119	E :	9	2,246,277	249.868	67
Dec 2008	23	6,483,040	281,871	ę )	12	3,0.1,500	251 791	116
Nov 2008	21_	5,458,090	256,909	54 /	13	3,958,100	364.469	115
Dct 2008 ↓	36	8,085,154	268,838	10	20 .	5,870,265	293,963	10%
Sep_1006_	41	12,950,669	316,870	16	17	5,140,675	307,392	76
Aug 2008	39	11,051,477	263,371	15	16	4,473,500	279,593	72
July 2008	37	10.081,716	285,695	22	30 !	8,367,649	278,521	73
June 2003	. 61	15,597,739	305,838	30	22	6,184,900	261.131	55
May 2008	45	12,231,506	271,811	15	23	5,004,775	261,077	118
Apr 2008	56	16 567 588	304,692	31	19	5,080,800	267,450	25.
Mar 2008 j	48	14,759,364	307,466	27	17	4,647,400	273,376	69
					***************************************			anyani managan
Yotals:	495	143,021,200	291,880	216	218	59,820,491	274,405	80
		to part to a the second strated by a second						whether the state of

Pricing Details of Sold Units for the Date Range Selected

Minimum Prices	Maximum Prices	Average Prices
Original List Price: \$79,000	Original List Price: \$740,000	Original List Price \$295 955
Sold Price : 567,000	Sold Price, \$625,000	Sold Price: \$274,465

Inventory Accumulation Sigures are only calculated when Report End Month is the current month

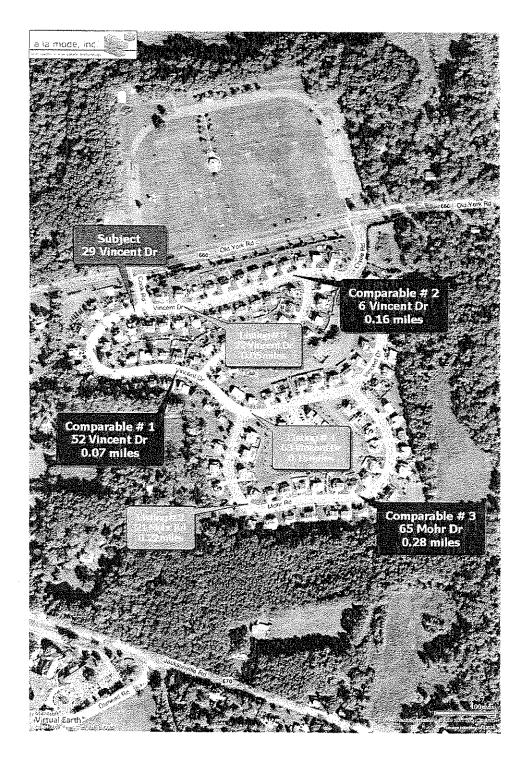
Market Statistics Criteria Used					
Date Range:	3/2008 to 3/2009				
Price Range:	50 to \$9,999,000				
Property Category:	Residential				
Area:	Derängten Two				

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Page #17

#### Location Map

Borrower/Cirent							<del></del>	]
Property Address	29 Vincent Dr						,	
City	Burlington	County	Burlington	State	NJ	Zip Code	08016-3849	
Lender	Nitklewicz, Thaddous, R& Christiana, C							



Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 44 of 48 Pags #19

**Appraisers License** 

Borrower/Citent							~	
Property Address	29 Vincent Dr							
Ch)	Burlington	County	Burlington	State	NJ	Zip Code	08016-3849	
Lerader	Nitkiewicz, Thaddeus, R& Christiana, C							

#### State Of New Jersey New Jersey Office of the Attorney General **Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE Real Estate Appraisers Board

HAS CERTIFIED

Frank Tiringer 69 Decotah Trail Medford Lakes NJ 08055

FOR PRACTICE IN NEW JERSEY AS A(N): Cert Residential Appraiser

1/06/2007 TO 12/31/2009

Signature of Licensee Registrant/Certificate Holder

42RC00165900

LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

# Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 45 of 48

FROM:				INVOI	CE
Frank Tiringer				INVOICE NUM	1
Decotah Services				0080945	1.6
69 Decotah Trail					
Medford Lakes, N.	J 08055				20/2009
Telephone Number: 6	200 664 0000	Fax Number: 609 654 0098		1 1	20/2009
releptione regimes.	000 004 0000	FEX Namber, 603 604 6020	····	:	Ending a season of the
To:				internal Order#: 0080945	
Nitkiewicz, Tnadde	eus,R&Christiana,C			Lender Case #:	
Nitklewicz, Thadde	eus,R&Christiana,C			Client Flie #1	Į.
29 Vincnet Dr				FHA/VA Case #:	
Burlington, NJ 08	016			Main File # on form: 0080945	
E-Mail: badge332@	Deomeast.net			Other File # on form:	1
Telephone Number: 6		Fax Number:		Federal Tax iD: 31-18285	509
Alternate Number:				Employer ID:	
Copy to be e-m	ailed to Lee Periman,	Esq.			
DESCRIPTION					
Lender:	Nitkiewicz,Thaddeus,R&	Christiana,C	Client:	Nitkiewicz, Thaddeus, R&Christia	na,C
Purchaser/Borrower: Property Address:	29 Vincent Dr				
City:	Burlington				
County:	Burlington			State: NJ Zip: 080	016-3849
Legal Description:	Block 140 03 Lot 9				
FEES					AMOUNT
summary single fo	mily	**************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		360.00
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Check #: 5562 Check #:	Date:	Description:		SUBTOTAL	AMOUNT

Case 10-01368-RTL Doc 1 Filed 03/11/10 Entered 03/11/10 13:00:15 Desc Main Document Page 46 of 48

### Exhibit D

Case 10-01368-RTL					
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IN DF Nitkiewicz Thaddeus & N		Document	Page 23 of 43	Case No	

#### SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "I," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unfiquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

Debtor(s)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER. (See Instructions Above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE O PROPERTY SUBJECT TO LIEN	DF MANO	TOTAL	Carrionnal	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 9784  Hfc - Usa PO Box 15522  Wilmington, DE 19850-5522		J	Mortgage; 29 Vincent Dr Burlington, NJ 08016-3849 VALUE \$ 290,000.00					320,322.00	30,322.00
ACCOUNT NO. 8462  Hfc - Usa PO Box 15522  Wilmington, DE 19850-5522		J	Mortgage; 29 Vincent Dr Burlington, NJ 08016-3849 VALUE \$ 290,000.00					94,756.00	94,756.00
ACCOUNT NO. 0670 Pnc Bank PO Box 8310 Philadelphia, PA 19101		J	Purchase Money Security; 2008 Chrysler Sebring					19,668.00	
ACCOUNT NO. 1308 Wfs/wachovia Dealer Sv 2143 E Convention Center Way Ste 200 Ontario, CA 91764-5451		J	Purchase Money Security; 2000 BMW 323ci	111111111111111111111111111111111111111				9,981.00	
0 continuation sheets attached		<u>L</u>		Su Su al of this	btc pa <sub>l</sub>	ge)	\$	444,727.00	s 125,078.00

Total (Use only on last page)

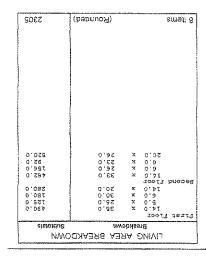
s 444,727.00 s 125,078.00

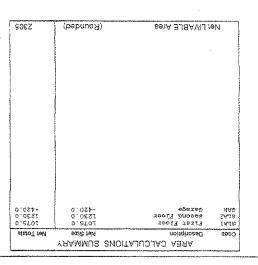
(If known)

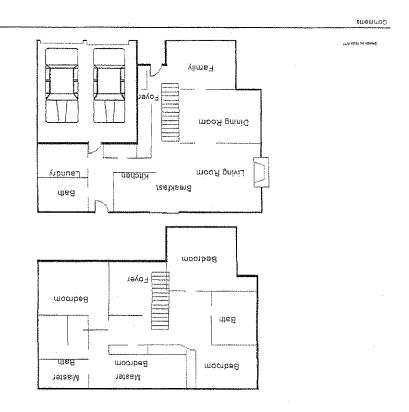
(Report also or Summary of Schedules,) (If applicable, report also on Statistical Summary of Cortain Liabilities and Related Data )

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State NJ Jip Code 98616-3849	County Burlington	notgrilling	CNA
		29 Vincent Dr	
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